

FILED  
2010 OCT 22 P 3:17

RICHARD W. WICKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

*Handwritten initials/signature*

*Handwritten signature*  
JCS

E-filing

1 Jonathan Shub (SBN 237708)  
2 jshub@seegerweiss.com  
3 SEEGER WEISS LLP  
4 10960 Wilshire Boulevard  
5 Los Angeles, CA 90024  
6 Phone: 310-477-2244

7 Christopher A. Seeger  
8 cseeger@seegerweiss.com  
9 David R. Buchanan  
10 dbuchanan@seegerweiss.com  
11 SEEGER WEISS LLP  
12 One William Street  
13 New York, NY 10004  
14 Phone: 212-584-0700  
15 Fax: 212-584-0799

16 *Attorneys for Plaintiff and all others Similarly Situated*

17 UNITED STATES DISTRICT COURT  
18 NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION

19 HOWARD L. SCHREIBER, individually, and  
20 on behalf of all others similarly situated,

21 Plaintiff,

22 v.

23 ZYNGA GAME NETWORK, INC.,  
24 A Delaware Corporation,

Defendant.

CASE NO. 10 4794

CLASS ACTION COMPLAINT

ACTION FILED

**JURY TRIAL DEMANDED**

Plaintiff, Howard Schreiber, ("Plaintiff") brings this suit on behalf of himself and all others similarly situated, and makes the following allegations on information and belief, except as to the allegations pertaining to Plaintiff, which are based on his personal knowledge.

**INTRODUCTION**

1. Plaintiff brings this class action complaint against Zynga Game Network, Inc. for sharing its users' personally identifiable information ("PII"), including such sensitive information as users' real names with Zynga's advertising partners, in violation of Zynga's own

1 privacy policy, its agreement with Facebook, Inc., its promises to users, accepted industry standards,  
2 and state and federal law.

### 3 **JURISDICTION AND VENUE**

4 2. This Court has personal jurisdiction over the parties in this case. Defendant is a  
5 California corporation with headquarters in this District. Defendant conducts substantial business in  
6 this State and has systematic and continuous contacts with this State. Defendant transacts business  
7 with users and advertisers located throughout California.

8 3. This Court has subject matter jurisdiction over this action pursuant to 28 USC § 1331.  
9 Subject matter jurisdiction also lies under the Class Action Fairness Act of 2005, 28 U.S.C.  
10 §§1332(d), because: at least one Class member is of diverse citizenship from Defendant; there are  
11 more than 100 Class members nationwide; and the aggregate amount in controversy exceeds  
12 \$5,000,000.

13 4. Venue is proper in this District under 28 U.S.C. §1391(a) because Defendant  
14 maintains headquarters within this District. A substantial part of the events or omissions giving rise  
15 to the claims alleged occurred within this District, and Defendant has caused harm to Class members  
16 residing within this District.

### 17 **INTRADISTRICT ASSIGNMENT**

18 5. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391. Pursuant to Civil  
19 L.R. 3-2, this case should be assigned to the San Francisco Division. Defendant is headquartered in  
20 San Francisco, California. Additionally, Defendant conducts business in this Division, and a  
21 substantial part of the events giving rise to the claims asserted herein occurred within or emanated  
22 from this Division.

### 23 **PARTIES**

24 6. Plaintiff Howard Schreiber is a resident of Long Beach, New York. He is a registered  
25 user of Zynga's services. During the relevant time period, Plaintiff used an application owned and  
26 operated by Zynga on the social networking site, Facebook.

27 7. Defendant Zynga Game Network, Inc ("Zynga" or "Defendant") is a corporation  
28 organized and existing under the laws of the State of Delaware and has its principal place of business  
in San Francisco, California.

### **STATEMENT OF FACTS**

8. Founded in 2007, Zynga has quickly become one of the world's biggest providers of  
applications for social networking websites including Facebook (www.facebook.com). It

1 specializes in creating gaming applications for these websites including providing *inter alia*, online  
2 poker games, word games, board games, role playing games and party games including Zynga Poker,  
3 Mafia Wars, Farmville, YouVille, Vampires, Street Racing, Scramble and Word Twist. Besides  
4 Facebook, Zynga's games are available on MySpace, Bebo Hi5, Friendster, Tagged, Yahoo!, and on  
5 the iPhone, the iPad and the iPod Touch among other websites and devices.

6 9. Zynga's games have been hugely successful. In July 2008, Zynga had over 1.3 million  
7 daily active users and 20 million registered users. As of January 1, 2009, Zynga had over 75 million  
8 registered users. As of May 2009, Zynga had more than 9.5 million daily users. Today Zynga has  
9 over 100 million unique users playing its games every month.

10 10. Zynga is the largest provider of gaming applications on Facebook, which itself has  
11 over 500 million users.

12 11. As a condition for using Zynga's applications on Facebook, Zynga requires Facebook  
13 users to register a "profile" with Zynga. In particular, Zynga requires its users to submit sensitive  
14 personal data including their name, address and gender.

15 12. Zynga's business revenue model has at least two prongs: the sale of advertisements on  
16 its gaming applications on such sites as Facebook and the sale of "virtual currency."

17 13. Zynga sells "virtual currency" to its users, which they can use to purchase "virtual  
18 items" in Zynga games. For example, players of the game "Farmville" can buy "virtual vegetables"  
19 in order to expand the size of their "virtual farms."

20 14. The agreement between Facebook and application developers such as Zynga is  
21 contained in Facebook's terms and conditions. Among other provisions, these terms and conditions --  
22 to which Zynga consented -- prohibits application developers from transferring personal data  
23 collected from Facebook's users to outside advertising and data companies for any reason and under  
24 any circumstance.

25 15. In direct contravention of the agreement described immediately above, Zynga shares  
26 its users' information, including personally identifiable information, with third-party advertisers and  
27 internet marketing companies without its users' knowledge or consent.

28 16. Plaintiff and all other persons who use Zynga's applications on Facebook are intended  
third party beneficiaries of the agreement between Facebook and Zynga with respect to the  
prohibition against the transfer of personal data collected on the Facebook site.

17. Zynga surreptitiously collects personal information in the following manner: When a  
Zynga user clicks on an advertisement displayed on a Zynga game, Zynga sends a "Referrer Header"

1 to the corresponding advertiser. The Referrer Header reveals the specific web page address the user  
2 was viewing prior to clicking the advertisement. Zynga has also caused users' browsers to send  
3 Referrer Header transmissions that report the user ID or username of the user who clicked an ad, as  
4 well as other personally-identifiable information.

5 18. The Referral Header contains extremely valuable information for Zynga's advertisers.  
6 As a result of receiving from Zynga a Referrer Header reporting the user ID or username of the user  
7 who clicked an ad, the advertiser can obtain substantial additional information about the user, such as  
8 the user's Facebook ID and name. The advertiser can then navigate to that user's Facebook or Zynga  
9 profile, where it can obtain even more sensitive information of that user, including all of the  
10 information that users maintain on their Facebook pages.

11 19. Zynga also causes its users' personally-identifiable information to be disseminated to  
12 third-party data gathering companies, which in turn transmit that information to additional third  
13 parties.

14 20. Such dissemination is also in violation of Zynga's privacy policy, which provides in  
15 relevant part: "Zynga does not provide any Personally Identifiable Information to third-party  
16 advertising companies." "Personally Identifiable Information" is defined as any information about  
17 the user, including their name and email address. Zynga's privacy policy makes clear that this  
18 prohibition extends to any user who uses a Zynga application on any third party site such as  
19 Facebook.

### 20 CLASS ACTION ALLEGATIONS

21 21. Plaintiff brings this action pursuant to Rules 23(b)(2) and 23(b)(3) of the Federal  
22 Rules of Civil Procedure, on behalf of himself and all other persons in the following class: all  
23 persons in the United States who registered with Zynga while on the Facebook web site. Excluded  
24 from the Class are Zynga, its officers and directors, legal representatives, successors or assigns, any  
25 entity in which Zynga has or had a controlling interest, the judge to whom this case is assigned and  
26 the judge's immediate family.

27 22. **Numerosity**—Fed. R. Civ. P. 23(a) (1). The Class is composed of at least thousands  
28 of people who are geographically dispersed throughout the United States. The joinder in this action  
of such people would be impracticable. The precise number of Class members is unknown to  
Plaintiff, but each Class member is readily identifiable from information and records in Defendant's  
possession and control.

23. **Existence and Predominance of Common Questions of Law and Fact**—

1 Fed. R. Civ. P. 23(a)(2) and (b)(3): Common questions of law and fact exist as to Plaintiff and all  
2 Class members and predominate over any questions affecting only individual Class members. These  
3 predominating common legal and factual questions include, but are not limited to, the following:

- 4 a. whether Zynga violated its agreement with Facebook by making its users' personal  
5 information and advertisement click information available to advertisers and other  
6 third-parties without the users' authorization;
- 7 b. whether and in what manner personally-identifiable data and advertisement click  
8 information was transmitted to advertisers and other third parties;
- 9 c. whether Class members are entitled to damages as a result of Zynga's conduct,  
10 and, if so, what is the measure of those damages;
- 11 d. whether Zynga's conduct described herein violates the Electronic Communications  
12 Privacy Act, 18 U.S.C. § 2510 et seq. (the "ECPA");
- 13 e. whether Zynga's conduct described herein violates the Stored Communications  
14 Act, 18 U.S.C. § 2701 et seq.(the "SCA");
- 15 f. whether Zynga's conduct described herein violates California's Unfair  
16 Competition Law (Cal. Bus. & Prof. Code § 17200, et seq.);
- 17 g. whether Zynga's conduct described herein constitutes a breach of contract; and  
18 h. whether Zynga was unjustly enriched as a result of its conduct described herein.

19 24. **Typicality** – Fed. R. Civ. P. 23(a)(3): Plaintiff's claims are typical of the claims of the  
20 Class, as Plaintiff provided to Zynga the same type of personally identifiable information as all other  
21 Class members and was injured by Zynga in a similar manner. Further, Zynga has no unique  
22 defenses against Plaintiff.

23 25. **Adequacy of Representation**—Fed. R. Civ. P. 23(a)(4): Plaintiff is an adequate  
24 representative of the Class because his interests do not conflict with the interests of the Class  
25 members he seeks to represent. Plaintiff has retained competent and experienced class action counsel  
26 who will vigorously prosecute this action. The Class members' interests will be fairly and adequately  
27 protected by Plaintiff and his counsel.

28 26. **Superiority**— Fed. R. Civ. P. 23(b)(3): A class action is superior to other available  
methods for the fair and efficient adjudication of this controversy because joinder of all of the Class  
members is impracticable. Even if Plaintiff and the other Class members could afford individual  
litigation, the courts could not. The amount at stake for each Class member is such that individual  
litigation or arbitration would be inefficient and cost prohibitive. Additionally, the adjudication of

1 this controversy through a class action will avoid the possibility of inconsistent and potentially  
2 conflicting adjudications of the claims asserted herein. There will be no difficulty in the management  
3 of this action as a class action.

4 27. Zynga has acted and failed to act on grounds generally applicable to Plaintiff and the  
5 other members of the Class, requiring the Court's imposition of uniform relief to ensure compatible  
6 standards of conduct toward the members of the Class.

7 **COUNT I**  
**(Violation of the Electronic Communications Privacy Act)**

8 28. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

9 29. An "electronic communication" is defined under The Electronic Communications  
10 Privacy Act, 18 U.S.C. § 2510 et seq. (the "ECPA") as "any transfer of signs, signals, writing,  
11 images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio,  
12 electromagnetic, photoelectronic or photooptical system that affects interstate or foreign  
13 commerce...." 18 U.S.C. § 2510(12).

14 30. Zynga operates an "electronic communications service" as defined in 18 U.S.C. §  
15 2510(15). Zynga provides its users with the ability to send or receive electronic communications to  
16 or from any of Zynga's millions of users and to or from third parties who are not Zynga users, such as  
17 advertisers.

18 31. Pursuant to the ECPA, "contents" of a communication, when used with respect to  
19 any wire, oral, or electronic communications, include any information concerning the substance,  
20 purport, or meaning of that communication. 18 U.S.C. § 2510(8). "Contents," when used with  
21 respect to any wire or oral communication, includes any information concerning the identity of the  
22 parties to such communication or the existence, substance, purport, or meaning of that  
23 communication. The definition thus includes all aspects of the communication itself. The privacy of  
24 the communication to be protected is intended to be comprehensive.

25 32. The ECPA prevents an electronic communications service provider from intentionally  
26 divulging the contents of any communication while in transmission on that service to any person or  
27 entity other than an addressee or intended recipient of such communication. 18 U.S.C. § 2511(3)(a).

28 33. Plaintiff and Class members are "person[s] whose ... electronic communication[s]  
[are] disclosed... or intentionally used in violation of this chapter" within the meaning of 18 U.S.C. §  
2520(a).

1 34. By clicking on an advertisement banner displayed on Zynga.com, users are asking  
2 Zynga to send an electronic communication to the advertiser who supplied the ad. However, users  
3 have not consented to Zynga's disclosure of any contents of that communication. Such disclosure is a  
4 violation of 18 U.S.C. § 2511(3)(a).

5 35. Each incident in which Zynga divulged personally identifiable information of a Zynga  
6 user is a separate and distinct violation of the ECPA. Plaintiff and members of the Class therefore  
7 seek remedy as provided for by 18 U.S.C. § 2520, including such preliminary and other equitable or  
8 declaratory relief as may be appropriate, damages consistent with subsection (c) of that section to be  
9 proven at trial, punitive damages to be proven at trial, and attorneys' fees and other litigation costs  
reasonably incurred.

10 36. Plaintiff and the Class, pursuant to 18 U.S.C. § 2520(2), are entitled to preliminary,  
11 equitable, and declaratory relief, in addition to statutory damages of the greater of \$10,000 or \$100 a  
12 day for each day of violation, actual and punitive damages, reasonable attorneys' fees, and Zynga's  
profits obtained from the violations described herein.

13 **COUNT II**  
14 **(Violations of the Stored Communications Act)**

15 37. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

16 38. The Stored Communications Act of 1986 ("SCA") incorporates the ECPA's definition  
17 of an "electronic communication service." 18 U.S.C. § 2711(1). As set forth above, Zynga is an  
18 electronic communications service provider within the meaning of the ECPA and is therefore also  
19 subject to the restrictions contained in the SCA governing electronic communications service  
providers.

20 39. The SCA also incorporates the ECPA's broad definition of "electronic  
21 communication" and "electronic storage." 18 U.S.C. § 2711(1). Pursuant to the ECPA and SCA,  
22 "electronic storage" means any "temporary storage of a wire or electronic communication incidental  
23 to the electronic transmission thereof." 18 U.S.C. § 2510(17)(A). This type of electronic storage  
24 includes communications in intermediate electronic storage that have not yet been delivered to their  
intended recipient.

25 40. Examples of communications held by Zynga in temporary storage pursuant to 18  
26 U.S.C. § 2510(17)(A) include private messages not yet received by the intended recipient and user  
27 requests to Zynga to visit advertiser websites.  
28

1           41.     The SCA prohibits any electronic communications service provider from divulging to  
2 any person or entity the contents of a communication while in electronic storage by that service. 18  
3 U.S.C. § 2702(a)(1).

4           42.     When a Zynga user clicks on an ad, the user is asking Zynga to send an electronic  
5 communication to that advertiser allowing the user to view the advertiser's website. By clicking an  
6 ad, the Zynga user also tells Zynga, via an electronic communication, who the user is, what Zynga  
7 page the user is viewing, and where the user wants to go. This information is held in temporary  
8 storage by Zynga pending the delivery of the user's request to the advertiser website. By divulging to  
9 advertisers the user's identity and what Zynga page they were viewing just prior to leaving  
10 Zynga.com, Zynga violated 18 U.S.C. § 2702(a)(1).

11           43.     The SCA definition of "electronic storage" also includes "storage of [a wire or  
12 electronic] communication by an electronic communication service for purposes of backup protection  
13 of such communication." 18 U.S.C. § 2510(17)(B). The information that Zynga users send via  
14 electronic communications to Zynga to be displayed in user profiles is electronically stored by Zynga  
15 for archival purposes. All of the foregoing user information, once posted, remains available for  
16 viewing and re-access at a later time by the user and other persons authorized by the user to access  
17 that information. This storage is one of the main services that Zynga provides to its users.

18           44.     Because Zynga thus operates as a "virtual filing cabinet" for its users, allowing them  
19 to store and re-access at a later time their photos, messages, wall posts and more, Zynga is also a  
20 "remote computing service" provider pursuant to 18 U.S.C. § 2711(2).

21           45.     The SCA, at 18 U.S.C. § 2702(a)(2), provides that "a person or entity providing an  
22 remote communication service to the public shall not knowingly divulge to any person or entity the  
23 contents of any communication which is carrier or maintained on that service (A) on behalf of, and  
24 received by means of electronic transmission...a subscriber or customer of such service; (B) solely  
25 for the purpose of providing storage...to such subscriber or customer, if the provider is not authorized  
26 to access the contents of any such communications for purposes of providing any services other than  
27 storage or computer processing."

28           46.     As a result of Zynga's disclosure of user identities, Zynga gives unauthorized access  
to and thereby divulges electronically-stored information to advertisers about the particular user who  
clicked an ad. With the user name that Zynga provides them, advertisers can navigate to user profiles  
and see a user's stored electronic communications, including Zynga names, gender, pictures, friends,  
networks, wall posts, photos, and more. Because Zynga is both an electronic communication service



1 provider and a remote computing service provider, Zynga's disclosure of this information to  
2 advertisers is in violation of both 18 U.S.C. § 2702(a)(1) and (2). As set forth above, Zynga's  
3 disclosures were knowing and intentional and designed to enhance its profitability and revenue  
4 through advertising. The disclosures were not necessary for the operation of Zynga's system or to  
5 protect Zynga's rights or property.

6 47. Zynga intentionally and knowingly divulged confidential and private information  
7 relating to Plaintiff and Class member's stored electronic communications without the consent,  
8 knowledge or authorization of Plaintiff and members of the Class.

9 48. Plaintiff and Class members are "person[s] aggrieved by [a] violation of [the SCA] in  
10 which the conduct constituting the violation is engaged in with a knowing or intentional state or  
11 mind..." within the meaning of 18 U.S.C. § 2707(a).

12 49. Each incident in which Zynga provided personally identifiable information of a Zynga  
13 user, thereby divulging that user's stored communications to a third party, is a separate and distinct  
14 violation of the SCA, subject to the remedies provided under the SCA, and specifically pursuant to 18  
15 U.S.C. § 2707(a).

16 50. Plaintiff and users of the Class therefore seek remedy as provided for by 18 U.S.C. §  
17 2707(b) and (c), including such preliminary and other equitable or declaratory relief as may be  
18 appropriate, damages consistent with subsection (c) of that section to be proven at trial, punitive  
19 damages to be proven at trial, and attorneys' fees and other litigation costs reasonably incurred.

20 51. Plaintiff and the Class, pursuant to 18 U.S.C. § 2707(c), are entitled to preliminary,  
21 equitable, and declaratory relief, in addition to statutory damages of no less than \$1,000 per violation,  
22 actual and punitive damages, reasonable attorneys' fees, and Zynga's profits obtained from the  
23 violations described herein.

24 **COUNT III**  
25 **(Violation of Cal. Bus. & Prof. Code § 17200)**

26 52. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

27 53. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200, et  
28 seq., protects both consumers and competitors by promoting fair competition in commercial markets  
for goods and services.

54. The UCL prohibits any unlawful, unfair or fraudulent business act or practice. The  
acts and practices engaged in by Defendant, and described herein, constitute unfair, unlawful, and/or  
fraudulent business practices in that: (a) Defendant's practices of engaging in the unauthorized

1 disclosure of its users' personal information to third-party advertisers, as described herein, constitute  
2 violation of law; (b) the justification for Defendant's conduct is outweighed by the gravity of the  
3 consequences to Plaintiff and Class members; (c) Defendant's conduct is immoral, unethical,  
4 oppressive, unscrupulous or substantially injurious to Plaintiff and Class members; and/or  
5 (d) Defendant's conduct constitutes fraudulent, untrue or misleading statements in that such conduct  
6 has a tendency to deceive a reasonable person, including Plaintiff and Class members.

7 55. Plaintiff has suffered injury in fact and has lost money or property as a result of  
8 Defendant's unfair competition, as alleged herein.

9 56. Zynga has violated the "unlawful" prong of the UCL in that Zynga's conduct violated  
10 the ECPA (18 U.S.C. § 2510 et seq.), and the SCA (18 U.S.C. § 2701 et seq.).

11 57. Zynga violated the fraudulent prong of the UCL by intentionally misrepresenting in its  
12 that it would not make users' personal information available to any third party without authorization.  
13 Zynga used those misrepresentations to induce users to submit their personally identifiable  
14 information to its website. Zynga then knowingly transmitted that information to third parties  
15 without its users' authorization.

16 58. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff and Class members are therefore  
17 entitled to equitable relief, including: restitution of all monies paid to Defendant as a result of its  
18 alleged misconduct; a permanent injunction enjoining Defendant from its unlawful, unfair, and  
19 fraudulent business activities as alleged herein and requiring Defendant to implement adequate  
20 measures to protect advertisers against charges for invalid clicks; and appropriate declaratory relief as  
21 described herein.

22 **COUNT IV**  
23 **(Breach of Contract)**

24 59. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

25 60. In order to offer gaming applications to Plaintiff and the Class, Facebook required  
26 Zynga to agree its terms and conditions governing third-party application developers (the "Zynga  
27 Facebook Agreement").

28 61. The Zynga Facebook Agreement is intended to protect Plaintiff and the Class and  
Plaintiff and the Class are third-party beneficiaries of the Agreement.

1           62.     Additionally, in order to utilize Zynga’s applications, Plaintiff and the Class are  
2 required to consent to the terms and conditions that govern, among other things, Zynga’s use of their  
3 private information.

4           63.     Zynga’s terms and conditions incorporate Zynga’s privacy policy which provides in  
5 relevant part: “Zynga does not provide any Personally Identifiable Information to third-party  
6 advertising companies” (the “Privacy Agreement”). “Personally Identifiable Information” is defined  
7 as any information about the user, including their name and email address. Zynga’s privacy policy  
8 makes clear that this prohibition extends to any user who uses a Zynga application on any third party  
9 site such as Facebook.

10           64.     Plaintiff and the Class transmitted sensitive personally-identifiable information to  
11 Zynga in exchange for Zynga’s promise that it would not share that personal information with third  
12 parties.

13           65.     Zynga’s users exchange something valuable – access to their personal information –  
14 for Zynga’s services and Zynga’s promise to safeguard that personal information pursuant to Zynga’s  
15 Agreement with Facebook.

16           66.     Zynga materially breached the Facebook Zynga Agreement, which Plaintiff and the  
17 Class were intended third-party beneficiaries of, through its unlawful conduct alleged herein,  
18 including its disclosure of Plaintiff’s and the Class’s personal information to third parties.

19           67.     Zynga materially breached the Privacy Agreement with Plaintiff and the Class through  
20 its unlawful conduct alleged herein, including its disclosure of Plaintiff’s and the Class’s personal  
21 information to third parties.

22           68.     As a result of Zynga’s misconduct and breach of the Facebook Zynga Agreement and  
23 the Privacy Agreement as described herein, Plaintiff and the Class suffered injury.

24  
25                           **COUNT V**  
26                           **(Unjust Enrichment)**

27           69.     Plaintiff incorporates the foregoing allegations as if fully set forth herein.  
28

1           70. Plaintiff and the Class have conferred a benefit upon Zynga. Zynga has received and  
2 retained money belonging to Plaintiff and the Class as a result of sharing its users' personal  
3 information with its advertisers without their consent, as described herein.

4           71. Under principles of equity, Zynga should not be permitted to retain money belonging  
5 to Plaintiff and the Class that it unjustly received as a result of its actions.

6           72. Plaintiff and the Class have suffered loss as a direct result of Zynga's conduct.

7           73. Plaintiff, on their own behalf and on behalf of the Class, seek the imposition of a  
8 constructive trust on and restitution of the proceeds of Zynga received as a result of its conduct  
9 described herein, as well as attorney's fees and costs pursuant to Cal. Civ. Proc. Code § 1021.5.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for judgment on behalf of himself and the proposed Class as  
12 follows:

13 A. For an order certifying the Class herein under Federal Rule of Civil Procedure 23(a),  
14 (b)(2) and (b)(3) and appointing Plaintiff and his undersigned counsel to represent said Class under  
15 Federal Rule of Civil Procedure 23(g);

16 B. For a declaration that Defendant is financially responsible for notifying Class  
17 members of the pendency of this suit;

18 C. For a declaration that Zynga's actions, as described herein, violate the ECPA (18  
19 U.S.C. § 2510 et seq.), the SCA (18 U.S.C. § 2701 et seq.), and the California Unfair Competition  
20 Law (Cal. Bus. & Prof. Code § 17200, et seq.), and constitute unjust enrichment;

21 D. For an award of injunctive and other equitable relief as is necessary to protect the  
22 interests of Plaintiff and the Class, including, *inter alia*, an order prohibiting Zynga from engaging in  
23 the wrongful and unlawful acts described herein;

24 E. For an order pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* requiring Defendant  
25 to disgorge Zynga all revenue earned from displaying third-party advertising during the class period;

26 F. For monetary damages, including but not limited to any compensatory and punitive  
27 damages in an amount to be determined at trial, together with prejudgment interest at the maximum  
28 rate allowable by law;

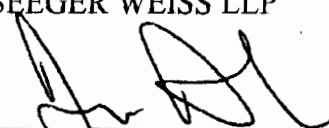
G. For an order awarding restitution against Zynga for all money to which Plaintiff and  
the Class are entitled in equity;

1 H. For an order awarding Plaintiff and Class members the reasonable costs and expenses  
2 of suit, including his attorneys' fees;

3 I. For any further relief that the Court may deem appropriate.  
4

5 Dated: October 22, 2010

6 Respectfully submitted:  
7 SEEGER WEISS LLP

8   
9 Jonathan Shub (SBN 237708)

10 [jshub@seegerweiss.com](mailto:jshub@seegerweiss.com)

11 10960 Wilshire Boulevard

12 Los Angeles, CA 90024

13 Phone: (310) 477-2244

14 Christopher A. Seeger

15 [cseeger@seegerweiss.com](mailto:cseeger@seegerweiss.com)

16 David R. Buchanan

17 [dbuchanan@seegerweiss.com](mailto:dbuchanan@seegerweiss.com)

18 SEEGER WEISS LLP

19 One William Street

20 New York, NY 10004

21 Phone: (212) 584-0700

22 Fax: (212) 584-0799

23 Michael J. Boni

24 [mboni@bonizack.com](mailto:mboni@bonizack.com)

25 BONI & ZACK, LLP

26 15 St. Asaphs Road

27 Bala Cynwyd, PA 19004

28 Phone: (610) 822-0200

Fax: (610) 822-0206

Eric D. Freed (SBN 164526)

[eric@freedweiss.com](mailto:eric@freedweiss.com)

FREED & WEISS LLC

111 West Washington Street, Suite 1331

Chicago, IL 60602

Phone: (312) 220-0000

Fax: (312) 220-7777

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Marc H. Edelson  
medelson@edelson-law.com  
EDELSON & ASSOCIATES, LLC  
45 West Court Street  
Doylestown, Pennsylvania 18901  
Phone: (215) 230-8043  
Fax: (215) 230-8735

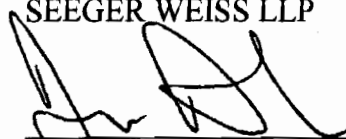
*Attorneys for Plaintiff*

**JURY DEMAND**

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury on all issues so triable.

Dated: October 22, 2010

Respectfully submitted:  
SEEGER WEISS LLP



Jonathan Shub (SBN 237708)

[ishub@seegerweiss.com](mailto:ishub@seegerweiss.com)

10960 Wilshire Boulevard

Los Angeles, CA 90024

Phone: (310) 477-2244

Christopher A. Seeger

[cseeger@seegerweiss.com](mailto:cseeger@seegerweiss.com)

David R. Buchanan

[dbuchanan@seegerweiss.com](mailto:dbuchanan@seegerweiss.com)

SEEGER WEISS LLP

One William Street

New York, NY 10004

Phone: (212) 584-0700

Fax: (212) 584-0799

Michael J. Boni

[mboni@bonizack.com](mailto:mboni@bonizack.com)

BONI & ZACK, LLP

15 St. Asaphs Road

Bala Cynwyd, PA 19004

Phone: (610) 822-0200

Fax: (610) 822-0206

Eric D. Freed (SBN 164526)

[eric@freedweiss.com](mailto:eric@freedweiss.com)

FREED & WEISS LLC

111 West Washington Street, Suite 1331

Chicago, IL 60602

Phone: (312) 220-0000

Fax: (312) 220-7777

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Marc H. Edelson  
medelson@edelson-law.com  
EDELSON & ASSOCIATES, LLC  
45 West Court Street  
Doylestown, Pennsylvania 18901  
Phone: (215) 230-8043  
Fax: (215) 230-8735

*Attorneys for Plaintiff*